



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

INVITATION FOR BID 32-19

REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS

Sealed bids addressed to the City of Rockville, Maryland for **REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS** will be received at the: City of Rockville, ATTN: Procurement Division, 111 Maryland Avenue, Rockville, MD 20850 until **2:00PM; May 14, 2019**, at which time, the bids will be publicly opened and read aloud in the Mayor and Council Chambers at the same address.

The bidder assumes full responsible for the timely delivery to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly open at the time set for the receipt of bid and read aloud in the Mayor and Council chambers at the same address.

1. Procurement Rules:

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words “shall”, “must”, or “will” are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this IFB’s mandatory requirements.
- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.

D. Definitions:

- 1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
- 2. The acronym “**ADA**” means the Americans with Disabilities Act of 1990, as amended.

3. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
4. The term “**Bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
5. The term “**City**” means the City of Rockville.
6. The term “**Contractor**” means a Bidder that is awarded a contract as a result of this IFB.
7. The term “**day**” means calendar day unless otherwise specified in this document.
8. The term “**dollar**” and the symbol “**\$**” mean United States of America dollars.
9. The terms “**you**” and “**your**” means the same as the term “**Bidder**” above.
10. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

2. Proposed Schedule:

- A. IFB release date – April 23, 2019
- B. Questions Due – April 30, 2019 by 2PM
- C. **IFB closing date** – May 14, 2019 2PM
- D. Opening/Reading of bids – May 14, 2019 2PM

BID RELATED QUESTIONS

Technical and contractual questions pertaining to this IFB shall be directed to:

Jessie J. Woods, Senior Buyer
City of Rockville
Procurement Division
111 Maryland Avenue
Rockville, MD 20850
Telephone (240) 314-8431
E-mail: jessie.woods@rockvillemd.org

SUBMISSION - (ONE (1) ORIGINAL AND ONE (1) COPY MUST BE RENDERED

All bids **must** be sealed and labeled on the outside of a sealed container to show the following:

REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS

Name and Address of Bidder
Bid Number
Closing Date

EVALUATION OF BIDS:

A. The City will review each bid proposal received and accepted prior to the official closing date and time for responsiveness:

1. Has the Bidder conformed to all requirements of this Invitation for Bid?
2. Are all forms properly signed and sealed as required?
3. Did the Bidder take any exceptions to the requirements?

B. Price Reasonableness and Price Realism Reviews:

1. The Purchasing Manager will have all price proposals analyzed against City's initial price estimate for price reasonableness (price too high) and price realism (price too low);
2. The Purchasing Manager may have additional confidential price analysis(es) conducted on any price proposal;
3. If based upon the price analysis, the Purchasing Manager determines that the price proposed appears unreasonable or unrealistic the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
4. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

C. Unbalanced Bid:

1. An unbalanced bid is a bid with line items or unit prices with an extreme variation from the City's estimate, or where obvious unbalancing of unit prices has occurred.
2. If the Purchasing Manager determines that the bid appears to be unbalanced, the Purchasing Manager will require that the Bidder submit documentation justifying the bid price(s) proposed.
3. If the Bidder's justification does not satisfy the Purchasing Manager, and, if the award of the contract to the Bidder would result in an advantage to the Bidder with a corresponding disadvantage to the City, or, if the competitive bidding process is jeopardized, the Purchasing Manager will reject the bid proposal as non-responsive in order to protect the public interest.

AWARD

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

Bidders must bid on all line items to be considered for award.

The City reserves the right to award the contract by line item and to make a primary and secondary award based on the best interest of the City.

ADDENDUM

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the Contractor's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

AGREEMENT and RENTAL FORM

The successful Contractor shall be required to complete a two-party standard form of agreement and the City of Rockville Rental Form (samples attached).

INSURANCE

The successful Contractor shall meet all of the insurance requirements contained within this document. The Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and

Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137



CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation are issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic

error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the Contractor decline the City's right to exercise any option period, the City may consider the Contractor in default, which may affect that Contractor's eligibility for future contracts.

15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or readvertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card - Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
26. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
27. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be

increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

28. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
29. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
30. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
31. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
32. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
33. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
35. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
36. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

37. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.
38. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
39. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, and does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
40. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.
- If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
41. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
42. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
43. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or

adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

44. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
45. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
46. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
47. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
48. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
49. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
50. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful Contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of Contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
IFB 32-19, Requirements Contract for Water Sampling Analysis
Maryland Avenue
Rockville, MD 20850

1. **BIDDER/CONTRACTOR REQUIREMENTS**

- 1.1 Certifications And Authorizations – The Contractor shall be certified by the Water Supply Program of the Maryland Department of Environment (MDE) to collect and analyze water samples.
- 1.2 Personnel – Any and all personnel collecting water samples shall be certified by the Maryland Department of Environment.
- 1.3 Experience – Bidders are to provide documentation supporting a minimum of five (5) years continuous experience, prior to the date of submission of his/her bid, in providing goods and services similar in size and scope to the work specified within this bid document.
- 1.4 References – Bidders are to provide a list of at least three (3) references (Attachment C). These must be clients for whom the company has done work within the past three years. The references must be those for whom the bidder has provided services of similar size and scope as determined by the City of Rockville.
- 1.5 Insurance – The Contractor shall meet all of the insurance requirements contained within this bid document.
- 1.6 Agreement – The successful bidder shall be required to complete a two (2) party Standard Form of Agreement. (Example Attached)
- 1.7 Warranty - All services provided shall be warranted against use of defective materials, equipment, workmanship, failures, fraud or such gross mistakes/negligence as may amount to fraud. Copies of all warranty information shall be submitted to the Project Administrator upon award. In the event defective services are discovered during or after the performance of an analysis, the City's Contract Administrator will notify the Contractor, in writing, and the contractor shall respond within seven (7) days of the notification. Upon receipt of notice from the City, the Contractor shall, at his own expense remedy any and all repercussions related to the defective service to include, but not limited to, re-testing, providing written/oral explanations of the reason behind the defect, payment of any legal fees, processing fees and/or fines directly related to the defect in service, etc.
- 1.8 Subcontractors – Subcontractors who will be assigned to this project are to be identified on the attached Bid Proposal Form. In the event an unforeseen need arises to utilize a subcontractor after an award has been made, the Contractor shall notify the City of Rockville in advance. Any and all subcontractors shall conform to all terms, conditions and specifications of the contract.

2. **WATER SAMPLING ANALYSIS**

- 2.1 Sample Collection
 - 2.1.1 Water samples collected for Coliform Bacteria will normally be collected by the City of Rockville staff and will be available for pick-up by the Contractor at the Water Treatment

Plant. Alternatively, water sample collection by the Contractor could be requested. Due to reasons of security, the exact plant location address cannot be divulged. Upon award, the City will provide the Contractor with a list of field sample stations, detailed maps, addresses and a key for each field sample station.

- 2.1.2 A schedule of specific sampling events to be covered under the categories listed on the Bid Proposal (Quote Sheet) Form has been provided as Attachment B.

2.1.2.1 Sample quantities are estimated only and do not guarantee purchase.

2.1.2.2 Sampling shall be performed using calculated flush times, at times and for periods requested, or scheduled by the City.

2.1.2.3 Sampling quantities may be increased or decreased as needed.

- 2.1.3 Strict chain of custody measures must be followed when collecting and handling samples.

- 2.1.4 The City reserves the right to exercise an option to require daily sampling on an emergency basis.

- 2.1.5 Collection and handling of all samples shall be performed in accordance with all Federal, State and Local statutes and regulations.

- 2.1.6 The City reserves the right to collect and transport samples to the contractor for analysis and reporting.

2.2 Reporting

- 2.2.1 Routine analysis reports shall be emailed four (4) days before the end of each month, and the original hard copies are to be provided in writing by the fourth (4th) of each month, following the month in which the samples were collected.

- 2.2.2 If an initial sample indicates a positive reading, the Contractor shall immediately convey the results to the City so that resampling can be performed. In the event that the secondary set of samples indicates a positive reading, the Contractor shall immediately convey the results to the City so that resampling can be performed. Written notification shall be submitted within twenty-four (24) hours of the findings on the samples.

- 2.2.3 All reports are to be mailed to the attention of Glenn Maggard, Water Plant Superintendent at the City of Rockville, 10930 Sandy Landing RD, Maryland 20854. In the event a report is an emergency, the City reserves the right to require related reports to be hand delivered to the Superintendent. In emergency instances the Contractor shall call the Superintendent to coordinate the delivery. Delivery expenses related to emergency reports shall be the responsibility of the Contractor and are to be included in the price quoted in the Daily Emergency Sampling Column of the Bid Proposal (Quote Sheet) Form.

- 2.2.4 Reporting of all samples shall be performed and provided in accordance with all Federal, State and Local statutes and regulations

3. SPECIAL PROVISIONS

- 3.1 This Requirement Contract provides a readily available source to serve at the City's discretion for the services specified. The quantities stated in the bid are estimated for one (1) year and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantities, which will be ordered, since such volume will depend upon requirements, which develop during the contract period. On Requirements Contracts, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered. Bidder should state on the Quotation Sheet any minimum order amount/quantity applicable under the terms of any contract.
- 3.2 The Contractor shall furnish all materials and labor necessary to perform the specified work.
- 3.3 All collection samples shall be disposed of off-site in accordance with any and all federal, state, county and municipality laws, ordinances and regulations.
- 3.4 Any objects (e.g. – trees, shrubs, grass, mulch, etc.) that need to be moved in order to perform the work shall be removed and restored to original positions prior to or upon completion of sample collection by Contractor. Any costs associated with this clause shall be the responsibility of the Contractor and should be taken into consideration when submitting pricing on the Bid Proposal Form.
- 3.5 The Contractor shall promptly report any unusual conditions at the sampling stations to the Project Administrator. This shall include, but not be limited to damage to the stations, property, trees, shrubs, etc., resulting from negligence, vehicular, storm, or vandalism.
- 3.6 Contractor's employees shall be in uniform and display a neat and clean appearance as determined by the City of Rockville.
- 3.7 Contractor's personnel shall be respectful and courteous to City of Rockville employees and the general public when working in areas where these individuals are present. The City of Rockville will determine the definitions of respectful and courteous.
- 3.8 All work shall be done in a safe, clean, timely, and orderly matter as determined by the City of Rockville. All equipment must be in proper working order and in a neat, clean appearance as determined by the City of Rockville. Whenever the Contractor leaves a location, the location shall be clean, safe and free of any tools and other materials related to the work as determined by the City of Rockville.

4. ADDITIONAL TERMS & CONDITIONS

- 4.1 The City of Rockville and the Contractor are referred to throughout this document. The Contractor is the individual, firm, corporation or any combination thereof with which any subsequent contract is made by the City Of Rockville.

- 4.2 The bidder shall carefully examine the specifications and secure from the City Of Rockville additional information, if necessary, that may be requisite to a clear and full understanding of the work.
- 4.3 Any and all expenses incurred by the Contractor related to trip charges, meals, lodging, per diem, etc. shall be included in the bid price and/or discount structures offered on the Bid Proposal Form.
- 4.4 All work by the Contractor shall be performed on the dates and times instructed by the Project Administrator.
- 4.5 The Contractor shall be responsible for damage to the City of Rockville's equipment and/or the workplace and its contents by its work, negligence in work, its personnel and equipment. Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor at no cost to the City of Rockville, and shall be to the satisfaction of the injured party and the City of Rockville. All damages or injuries shall be reported to the Project Administrator, in writing, within twenty-four (24) hours of occurrence. Additionally, the Contractor shall be responsible and liable for the safety; injury and health of its working personnel while its employees are performing service work.
- 4.6 The Contractor shall provide all labor and equipment necessary to perform this contract. All employees of the Contractor shall be no less than 18 years of age and shall be experienced in the type of work performed. No visitors or relatives, including wives, husbands or children or siblings are allowed at the field sites or the water treatment plant during working hours, unless they are bonafide employees of the Contractor.
- 4.7 The City of Rockville is committed to maintaining an alcohol and drug free workplace. Possession use or being under the influence of alcohol or controlled substances by Contractor's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this contract. In addition, Contractor employees shall observe the City of Rockville's smoking policy.
- 4.8 It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
- 4.9 All materials not specifically mentioned which are necessary to provide service(s) and/or which are normally, furnished shall be furnished by the Contractor. All materials used, and services provided shall conform in strength, quality and workmanship to the accepted Standard of the Industry.

5. SUBMISSION OF BID

- 5.1 Bid forms in duplicate must be submitted in a sealed envelope. Per the example below, the face of the envelope shall contain the title of the bid, the bid number, the name and address of the bidder, as well as, the date and time of the bid opening.

BID TITLE: REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS
BID NUMBER: IFB 32-19
BIDDER: (INSERT BIDDER'S NAME & ADDRESS)
DUE DATE: May 14, 2019 by 2PM

All bids are to be addresses and delivered by the date and time specified to:

Jessie J. Woods, Senior Buyer
Procurement Division
City of Rockville
111 Maryland Avenue
Rockville MD 20850

- 5.2 The following **shall be submitted with the Invitation for Bid xx-xx**. Failure to return the requested items with the bid response may result in rejection of the bid.
- 5.2.1 Documentation supporting the bidder is certified by the Maryland Department of Environment (MDE) to collect and analyze water samples (i.e. – copy of laboratory certification).
- 5.2.2 A list of names and Maryland Department of Environment (MDE) certification numbers of any and all personnel collecting samples. In the event of an award, the Contractor shall provide certification numbers for any new, post-award personnel, who will be collecting samples, before assigning them to this service. Post award licenses are to be provided to the Project Administrator.
- 5.2.3 Documentation supporting a minimum of five (5) years continuous experience, prior to the date of submission of his/her bid, in providing goods and services similar in size and scope to the works specified within this bid document.
- 5.2.4 Documentation supporting a list of at least three (3) references (See Attachment C).
- 5.2.5 A current Certificate of Insurance.
- 5.2.6 Documentation supporting all services provided shall be warranted against use of defective materials, workmanship, failures, fraud or such gross mistakes/negligence as may amount to fraud.

6. AWARD

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept. The City reserves the right to award by low bid per line item, per like items, entirely to one bidder, or any other combination, which best serves the interests of the City. To ensure receipt of services as soon as possible, the City may make two (2) awards one to a primary source and one to a secondary source of supply. The lowest most responsive and responsible, as determined by the City may be designated the

primary source of supply. The secondary source will be the next lowest most responsive and responsible bidder, as determined by the City. The primary source will always be contacted first when services are required. If the service is not available from the primary source, then the secondary source will be contacted. In the event services are not available from either source the City reserves the right to purchase the services from other sources of supply.

7. TERM OF CONTRACT

Services under any subsequent contract are to be provided from date of award through June 30, 2019.

8. ABANDONMENT, DISOLUTION & RESTRUCTURING

- 8.1 A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed.
- 8.2 Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.

9. COMPLIANCE WITH LAWS

- 9.1 When required, the Contractor shall furnish the City Of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, ordinances and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

10. COMPLIANCE WITH CONTRACT

- 10.1 This contract shall be performed in accordance with contract specifications, terms and conditions. The City Of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications and the acceptable fulfillment of the contract on the part of the Contractor.

11. BILLING

- 11.1 Upon award, orders will be scheduled, or placed that refer to your bid. All invoices must reflect price(s) quoted and must reflect the purchase order number issued by the City.

12. PAYMENT

- 12.1 Payments for services performed will be made on a monthly basis, Net 30, in full, upon completion of work and receipt of reports, or receipt of a correct invoice, whichever is later.

13. RENEWAL

- 13.1 Any subsequent contract entered into as a result of this Invitation for Bid may be renewed for four (4) additional years, one (1) year at a time, if mutually agreeable to both parties. All terms and conditions shall remain the same.

Unit prices quoted are to be firm for the first two (2) years of any subsequent contract. A request for a price adjustment is subject to approval or rejection by the City. A request for a price adjustment from a contract will not be approved unless the contractor submits to the City sufficient justification to support the Contractor's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve (12) month period immediately prior to the date of the request.

The request shall be based upon the CPI for all urban consumers issued for the Washington, D.C. Metropolitan Area by the United States Department of Labor, Bureau of Labor Statistics for the specific commodity or service group being provided by the Contractor under this contract as listed on the bid quotation coversheet. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price adjustment may only be approved prospectively by a written contract amendment executed by the City. The price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request.

14. CANCELLATION

- 14.1 Any unused quantities, at the end of the year-by-year contract, shall be considered cancelled.
- 14.2 Upon award, any order is subject to cancellation, without penalty either in whole or in part, if funds are not appropriated. Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts become null and void, effective July 1 of the fiscal year for which such approvals have been denied.
- 14.3 The City reserves the right to immediate cancellation due to non-performance.
- 14.4 The City reserves the right to cancel with thirty (30) days written notice.

15. TECHNICAL CONTACT & PROJECT ADMINISTRATOR

Upon award, technical and project related questions shall be addressed to:

Judy Ding
Water Treatment Plant Superintendent
Phone: (240) 314-8556 or (240) 314-8505

E-Mail: jding@rockvillemd.gov

16. CONTRACT ADMINSTRATOR

Prior to award, contractual questions shall be addressed to:

Jessie J. Woods
Senior Buyer
111 Maryland Avenue
Rockville, MD 20850-2364
Phone: (240) 314-8431
E-Mail: jessie.woods@rockvillemd.gov

(ATTACHMENT A)



**CITY OF ROCKVILLE
 BID PROPOSAL (QUOTE SHEET) FORM
 IFB 32-19**

**REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS
 THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED IN DUPLICATE.**

CONTRACTOR AGREES TO PERFORM ALL WORK AS SPECIFIED IN THIS BID, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS BID AT THE PRICES QUOTED ON THIS FORM.

Quantities are annual estimates only, do not guarantee any minimum purchase, and may be increased or decreased as needed. A schedule of specific sampling events to be covered under these categories has been provided as Attachment B. The City reserves the right to determine what pricing category a sampling event fits under if bidder fails to specify in response.

ITEM NO.	TEST NAME	LOCATION	NO. OF TESTS REQUIRED IN A SPECIFIED TIME PERIOD	NO. OF TESTS	UNIT PRICE	EXTENDED PRICE
1	Coliform Bacteria	Field	60 per month (tests are to include pH & Free Chlorine residual) (30 samples collected twice per month)	720	\$	\$
2	THM	Field	9 per month	108	\$	\$
3	HHA	Field	9 per month	108	\$	\$
4	TOC	Plant	2 per month	24	\$	\$
5	LEAD AND COPPER	Field	June through September 2021	60	\$	\$
6	FLUORIDE	Plant	1 per year	1	\$	\$
7	ARSENIC	Plant	1 per year	1	\$	\$
8	NITRATE	Plant	Third Quarter of year	1	\$	\$
9	METALS (PH II & V)	Plant	1 per year	1	\$	\$
10	VOC METHOD 524.2	Plant	1 per year	1	\$	\$
11	SOC METHOD 525	Plant	Second & Third Quarter of year	2	\$	\$
12	FLUORIDE	Field	1 per month	12	\$	\$
13	PO ₄ (TOTAL)	Field	3 per month	36	\$	\$
14	E COLI	Plant	1 per month	12	\$	\$

15	CRYPTOSPORIDIUM	Plant	1 per month	12	\$	\$
16	SLUDGE ANALYSIS	Plant	1 per year	1	\$	\$

(ATTACHMENT A - CONTINUED)

PROVIDE UNIT PRICING FOR COLLECTING, ANALYZING AND REPORTING ON SECOND SAMPLES WHEN INITIAL SAMPLES INDICATE POSITIVE READINGS AND FOR DAILY EMERGENCY SAMPLING IN THE EVENT OF TWENTY-FOUR (24) HOURS NOTICE.

Quantities are annual estimates only, do not guarantee any minimum purchase, and may be increased or decreased as needed. A schedule of specific sampling events to be covered under these categories has been provided as Attachment B. The City reserves the right to determine what pricing category a sampling event fits under if bidder fails to specify in response.

ITEM NO.	TEST NAME	LOCATION	NO. OF TESTS REQUIRED IN A SPECIFIED TIME PERIOD	NO. OF TESTS	UNIT PRICE	EXTENDED PRICE
1	Coliform Bacteria	Field	60 per month (tests are to include pH & Free Chlorine residual) (30 samples collected twice per month)	1	\$	\$
2	THM	Field	9 per month	1	\$	\$
3	HHA	Field	9 per month	1	\$	\$
4	TOC	Plant	2 per month	1	\$	\$
5	LEAD AND COPPER	Field	June through September 2021	1	\$	\$
6	FLUORIDE	Plant	1 per year	1	\$	\$
7	ARSENIC	Plant	1 per year	1	\$	\$
8	NITRATE	Plant	Third Quarter of year	1	\$	\$
9	METALS (PH II & V)	Plant	1 per year	1	\$	\$
10	VOC METHOD 524.2	Plant	1 per year	1	\$	\$
11	SOC METHOD 525	Plant	Second & Third Quarter of year	2	\$	\$
12	FLUORIDE	Field	1 per month	1	\$	\$
13	PO ₄ (TOTAL)	Field	3 per month	1	\$	\$

14	E COLI	Plant	1 per month	1	\$	\$
15	CRYPTOSPORIDIUM	Plant	1 per month	1	\$	\$
16	SLUDGE ANALYSIS	Plant	1 per year	1	\$	\$

Total: \$ _____

(ATTACHMENT A - CONTINUED)

PROVIDE UNIT PRICING FOR ANALYZING AND REPORTING SAMPLES THAT ARE COLLECTED BY THE CITY AND DELIVERED TO THE LAB.

Quantities are annual estimates only, do not guarantee any minimum purchase, and may be increased or decreased as needed. A schedule of specific sampling events to be covered under these categories has been provided as Attachment B. The City reserves the right to determine what pricing category a sampling event fits under if bidder fails to specify in response.

ITEM NO.	TEST NAME	LOCATION	NO. OF TESTS REQUIRED IN A SPECIFIED TIME PERIOD	NO. OF TESTS	2nd TESTING F/POSITIVE	DAILY EMERGENCY
1	Coliform Bacteria	Field	60 per month (tests include pH & Free Chlorine residual) (30 samples collected twice per month)		READINGS	SAMPLING
2	THM	Field	9 per month	720	\$	\$
3	HHA	Field	9 per month	108	\$ NA	\$
4	TOC	Plant	2 per month	108	\$ NA	\$
5	LEAD AND COPPER	Field	June through September 2021	24	\$ NA	\$
6	FLUORIDE	Plant	1 per year	60	\$ NA	\$
7	ARSENIC	Plant	1 per year	1	\$ NA	\$
8	NITRATE	Plant	Third Quarter of year	1	\$ NA	\$
9	METALS (PH II & V)	Plant	1 per year	1	\$ NA	\$
10	VOC METHOD 524.2	Plant	1 per year	1	\$ NA	\$
11	SOC METHOD 525	Plant	Second & Third Quarter of year	1	\$ NA	\$

12	FLUORIDE	Field	1 per month	2	\$ NA	\$
13	PO ₄ (TOTAL)	Field	3 per month	12	\$ NA	\$
14	E COLI	Plant	1 per month	36	\$ NA	\$
15	CRYPTOSPORIDIUM	Plant	1 per month	12	\$ NA	\$
16	SLUDGE ANALYSIS	Plant	1 per year	12	\$ NA	\$

Total: \$ _____

LIST OF SUBCONTRACTORS OR SUPPLIERS

Identify the names of all Subcontractors/Suppliers who will be providing services under this contract and the type of work being subcontracted.

(A) _____

(B) _____

(C) _____

EXCEPTIONS

All exceptions taken to the specifications contained in this document must be clearly indicated in the space provided below. Unless noted as an exception, the bidder will be held responsible for providing each component or standard called for.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this bid. It is hereby agreed that if this bid is rejected due to an exception taken to a specification by the bidder, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any specification to this bid? _____

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: _____

EXECUTION

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City

State

Zip Code

Fed ID or SSN

(SEAL)

Signature _____

Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

REMITTANCE ADDRESS (if different than above)

Street and/or P.O. Box

City

State

Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the bid.

CONTACT FOR ADMINISTRATION

NAME: _____

TELEPHONE: _____

EMAIL: _____

Attachment B		
Distribution & Water Treatment Plant Testing List		
Test	Frequency	Schedule
Distribution Testing List		
Coliform Bacteria, Free Chlorine residual, pH	60 tests per month	July, 2019
Fluoride & Total Phosphorus	2 tests per month	July, 2019
Total Trihalomethanes	11 per quarter	July, 2019
Haloacetic Acids	11 per quarter	July, 2019
Lead	60 tests every 3 years	June, 2021
Copper	60 tests every 3 years	June, 2021
Water Treatment Plant Testing List		
Regulated Contaminants		
Total Organic Carbon Raw & Finished	2 tests per month	July, 2019
Regulated Contaminants		
SOC - Synthetic Organic Contaminants		
Alachlor	2nd and 3rd quarter	July, 2019
Chlordane	2nd and 3rd quarter	July, 2019
DBCP	2nd and 3rd quarter	July, 2019
2,4-D	2nd and 3rd quarter	July, 2019
EDB	2nd and 3rd quarter	July, 2019
Heptachlor	2nd and 3rd quarter	July, 2019
Heptachlor epoxide	2nd and 3rd quarter	July, 2019
Lindane	2nd and 3rd quarter	July, 2019
Pentachlorophenol	2nd and 3rd quarter	July, 2019
Toxaphene	2nd and 3rd quarter	July, 2019
2,4,5-TP	2nd and 3rd quarter	July, 2019
Phase V and Unregulated Organic		
Aldicarb	2nd and 3rd quarter	July, 2019
Aldicarb sulfoxide	2nd and 3rd quarter	July, 2019
Aldicarb sulfone	2nd and 3rd quarter	July, 2019
Dalapon	2nd and 3rd quarter	July, 2019
Dinoseb	2nd and 3rd quarter	July, 2019
Diquat	2nd and 3rd quarter	July, 2019
Endothall	2nd and 3rd quarter	July, 2019
Endrin	2nd and 3rd quarter	July, 2019
Glyphosate	2nd and 3rd quarter	July, 2019
Oxamyl(Vydate)	2nd and 3rd quarter	July, 2019
Picloram	2nd and 3rd quarter	July, 2019
Simazine	2nd and 3rd quarter	July, 2019
Benzo(a)pyrene	2nd and 3rd quarter	July, 2019

Attachment B (Continued)		
Di(ethylhexyl)adipate	2nd and 3rd quarter	July, 2019
Di(ethylhexyl)phthalate	2nd and 3rd quarter	July, 2019
Hexachlorobenzene	2nd and 3rd quarter	July, 2019
Hexachlorocyclopentadiene	2nd and 3rd quarter	July, 2019
2,3,7,8-TCDD (Dioxin)	2nd and 3rd quarter	July, 2019
Unregulated Contaminants		
Aldrin	2nd and 3rd quarter	July, 2019
Butachlor	2nd and 3rd quarter	July, 2019
Carbaryl	2nd and 3rd quarter	July, 2019
Dicamba	2nd and 3rd quarter	July, 2019
Dieldrin	2nd and 3rd quarter	July, 2019
3-Hydroxycarbofuran	2nd and 3rd quarter	July, 2019
Methomyl	2nd and 3rd quarter	July, 2019
Metolachlor	2nd and 3rd quarter	July, 2019
Metribuzin	2nd and 3rd quarter	July, 2019
Propachlor	2nd and 3rd quarter	July, 2019
VOC-Volatile Organic Contaminants		
Benzene	Annual	January, 2020
Carbon Tetrachloride	Annual	January, 2020
o-Dichlorobenzene	Annual	January, 2020
p-Dichlorobenzene	Annual	January, 2020
1,2-Dichloroethane	Annual	January, 2020
1,1-Dichloroethene	Annual	January, 2020
cis-1,2-Dichloroethene	Annual	January, 2020
trans-1,2-Dichloroethene	Annual	January, 2020
Dichloromethane	Annual	January, 2020
1,2-Dichloropropane	Annual	January, 2020
Ethylbenzene	Annual	January, 2020
Monochlorobenzene	Annual	January, 2020
Styrene	Annual	January, 2020
Tetrachloroethene (PCE)	Annual	January, 2020
Toluene	Annual	January, 2020
1,2,4-Trichlorobenzene	Annual	January, 2020
1,1,1-Trichloroethane	Annual	January, 2020
1,1,2-Trichloroethane	Annual	January, 2020
Trichloroethene (TCE)	Annual	January, 2020
Vinyl Chloride	Annual	January, 2020
Xylenes (Total)	Annual	January, 2020
TRISUBSTITUTED METHANES		
Bromodichloromethane	Monthly	July, 2019
Attachment B (Continued)		

Bromoform	Monthly	July, 2019
Chloroform	Monthly	July, 2019
Dibromochloromethane	Monthly	July, 2019
Unregulated		
Chloromethane	Annual	January, 2020
Bromobenzene	Annual	January, 2020
Bromochloromethane	Annual	January, 2020
Bromomethane	Annual	January, 2020
n-Butylbenzene	Annual	January, 2020
Sec-butylbenzene	Annual	January, 2020
Tert-butylbenzene	Annual	January, 2020
Chloroethane	Annual	January, 2020
o-Chlorotoluene	Annual	January, 2020
p-Chlorotoluene	Annual	January, 2020
m-Dichlorobenzene	Annual	January, 2020
Dibromomethane	Annual	January, 2020
1,1-Dichloroethane	Annual	January, 2020
1,3-Dichloropropane	Annual	January, 2020
2,2-Dichloropropane	Annual	January, 2020
1,1-Dichloropropene	Annual	January, 2020
1,3-Dichloropropene	Annual	January, 2020
Dichlorodifluoromethane	Annual	January, 2020
Hexachlorobutadiene	Annual	January, 2020
Isopropylbenzene	Annual	January, 2020
p-Isopropyltoluene	Annual	January, 2020
MTBE	Annual	January, 2020
Naphthalene	Annual	January, 2020
n-Propylbenzene	Annual	January, 2020
1,1,1,2-Tetrachloroethane	Annual	January, 2020
1,1,2,2-Tetrachloroethane	Annual	January, 2020
1,2,3-Trichlorobenzene	Annual	January, 2020
Trichlorofluoromethane	Annual	January, 2020
1,2,3-Trichloropropane	Annual	January, 2020
1,2,4-Trimethylbenzene	Annual	January, 2020
1,3,5-Trimethylbenzene	Annual	January, 2020
m-xylene	Annual	January, 2020
o-xylene	Annual	January, 2020
p-xylene	Annual	January, 2020

Attachment B (Continued)

IOC-Inorganic Contaminants		
Nitrate	Annual	July, 2019
Nitrite	Annual	July, 2019
Nitrate+Nitrite	Annual	July, 2019
Antimony	Annual	July, 2019
Arsenic	Annual	July, 2019
Asbestos	Annual	July, 2019
Barium	Annual	July, 2019
Beryllium	Annual	July, 2019
Cadmium	Annual	July, 2019
Chromium	Annual	July, 2019
Cyanide	Annual	July, 2019
Fluoride	Annual	July, 2019
Mercury	Annual	July, 2019
Nickel	Annual	July, 2019
Selenium	Annual	July, 2019
Silver	Annual	July, 2019
Sodium	Annual	July, 2019
Thallium	Annual	July, 2019
1,1,2-Trichloroethane	Annual	July, 2019
Trichloroethene (TCE)	Annual	July, 2019

(ATTACHMENT C)



REFERENCES

The bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5) years. He shall furnish a representative list of three (3) projects involving work as specified. The bidder shall have adequate technically qualified personnel employed within his organization to perform all phases of contract requirements. Ability to meet the foregoing experience requirements shall be considered by the City in determining the responsibility of the bidder. Failure to submit the required information with the Bid Proposal may be cause for rejection of the Bid.

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to furnish the services and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and deliver the service herein.

1. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

2. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

3. Company Name: _____
Address: _____
Contact Person: _____ Phone: _____
Contract Value: _____
Description: _____

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

AFFIDAVIT

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Name of Firm _____

Signature and Title _____

Printed Name _____ Date _____

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE



SAMPLE ONLY
Do Not Complete Or Return

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE AND CONTRACTOR
This Agreement, made this _____ day of _____, 2014, by and between

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and

(A) _____ hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

ARTICLE 1. The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the sum of _____ dollars (\$_____)

ARTICLE 2. The CONTRACTOR agrees to furnish separate 100% performance and payment bonds in such form as shall be acceptable to the COUNCIL.

ARTICLE 3. The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor described in the specifications entitled Invitation For Bid 32-19 REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS.

ARTICLE 4. The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

ARTICLE 5. If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

ARTICLE 6. The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

ARTICLE 7. The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

ARTICLE 8. The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

REQUIREMENTS CONTRACT FOR WATER SAMPLING ANALYSIS

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of CONTRACTOR, his servants or agents or to the other cause. IN WITNESS WHEREOF, the said (A) _____

_____ and
the COUNCIL have caused these presents to be signed and sealed.

For Corporations.

Corporation: _____

*By: _____ (Seal)

(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Print Name: _____

Title: _____

Witness: _____

(Should be secretary or Asst. secretary.)

Print Name: _____

Title: _____

*Corporate seal must be impressed through name of person signing for corporation.

For individuals or partnerships.

*By: _____ (Either

owner or partner)

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

Title: _____

MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND

By: _____ Date: _____

Barbara Matthews, City Manager

ATTEST

By: _____ Date: _____

Douglass Barber, City Clerk Approved as to form and legality:

_____ Date: _____ City

Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe dba Doe Masonry Company



The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.

1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

2.1 The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;

2.2 To provide to MWCOG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;

2.3 Contract obligations rest solely with the participating entities only;

2.4 Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/ and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE